INFORMATION TO OFFERORS OR QUOTERS	1 SOLICITATION NO.	2. (X one)
	N00174-03-R-0024	a. SEALED BID
	1	X b. NEGOTIATED (RFP)
(Section A - Cover Sheet)	1	c. NEGOTIATED (RFQ)
INSTRUCTIONS	<u> </u>	0. 1.1200 13.11.25 (1.11 Q)
NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTURESULTING FROM THIS SOLICITATION.		APPLY TO THE CONTRACT
You are cautioned to note the "Certification of Non-Segragated Facilities" in the soli of solicitation involving awards of contracts exceeding \$10,000 which are not exempt	•	, , , , , ,
"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or othe be examined for applicability.	er solicitation documernts and	Sections of Table of Contents in this solicitation and should
See the provision of this solicitation entitled either "Late Bids, Modification of Bids o Proposals".	r Withdrawal of Bids" or "Late I	Proposals, Modifications of Proposals and Withdrawals of
The envelope used in submitting your reply must be plainly marked with Solicitation proposals in the solicitation document.	Number, as shown above and	the date and local time set forth for bid opening or receipt of
If NO RESPONSE is to be submitted, detach this sheet from the solicitation, comple IS NECESSARY.	ete the information requested o	on reverse, fold, affix postage, and mail. NO ENVELOPE
Replies must set forth full, accurate, and complete information as required by this so in 18 U.S.C. 1001.	olicitation (including attachmen	ts). The penalty for making false statements is prescribed
3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Departm	ent, Code 1142J
		N HEAD DIVISION
	101 Strauss Ave	
	Indian Head, Mo	1. 20640
4. ITEM TO BE PURCHASED (Brief description)		
VARIOUS CKU7/A METAL PARTS		
5. PROCUREMENT INFORMATION (X and complete as applicable)		
a. THIS IS A FULL AND OPEN PROCUREMENT		
X b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING	G (X one). (See Section 1 of the	e Table of Contents
in this solicitation for details of the set-aside.)		
X (1) Small Business (2) Labor Surplus Area Concern (3) C	combined Small Business/ Labo	or Area Concern
6. ADDITIONAL INFORMATION:		
POC: KAREN TINDLEY, 1142J Email: tindleyka@ih.navy.mil Tel: (301)744-6385 Fax: (301)744-6547		

a. CANNOT COMPLY WITH SPECIFIC	ATIONS	b. CANNOT MEET DEL	IVERY REQUIREMENT
c UNABLE TO IDENTIFY THE ITEM (s)		d. DO NOT REGULARLY	Y MANUFACTURE OR SELL
OTHER (Specify)		THE TYPE OF ITEMS I	NVOLVED
9. MAILING LIST INFORMATION (X ONE			
YES NO	WE DESIRE TO BE RETAINED TYPE OF ITEM (s) INVOLVED	ON THE MAILING LIST FOR FUTURE	PROCUREMENTS OF THE
10. RESPONDING FIRM	•		
a. COMPANY NAME		b. ADDRESS (Including Zip	Code)
c. ACTION OFFICER		.	
(1) Typed or Printed Name	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)
(Last, First, Middle Initial)			
DD FORM 1707 REVERSE, MAR 90			
55 F GRAIN 1707 REVERSE, INDICAGO			
FOLD			
1 OLD			
			AFFIX
			STAMP
			HERE
FROM:			
	7		
SOLICITATION NUMBER			
N00174-03-R-0024 DATE (YYMMDD) LOCAL TIME	TO: SU	PPLY DEPARTMENT	
14-May-03 3:00 p.m.		VSEA INDIAN HEAD DIVISION	
•	10	1 STRAUS AVENUE	
	INI	DIAN HEAD, MARYLAND 20640	
	CC	DE:1142J	
FOLD			

SOLICITATION, OF	FER AND AW.	ARD	1			RACT IS A RAT (15 CFR 700)	ED ORDER	RATING	PAGE O	F PAGES
2. CONTRACT NO.	3. SOLICITATI		Ц			OLICITATION	5 DATE ISSUE	D 6. REQUISIT	ION/DI IDCUA	43 SE NO.
2. CONTRACT NO.						BID (IFB)		,		SE NO.
	N00174-03-R-	-0024	[X]	NEG	ITO	ATED (RFP)	14 Apr 2003	222223551	7112	
7. ISSUED BY NAVSEA INDIAN HEAD	CODE	N00174	·	8.	AD	DRESS OFFER	TO (If other th	an Item 7)	CODE	
101 STRAUSS AVE.					S	ee Item 7				
INDIAN HEAD MD 20640-5035	TEL:							Т	ΓEL:	
	FAX:							F	AX:	
NOTE: In sealed bid solicitations "offer" and "offer	or" mean "bid" and "bidder".		SOL	ICIT	ΓΔΤ	ION				
9. Sealed offers in original and 2	copies for furnishing	the supplie					e received at the r	place specified in	Item 8, or if	
handcarried, in the depository located			oly Dep				until	15 00 local t	ime 14 May 2	2003
CAUTION - LATE Submissions, Mo	diffications and Withdr	awale: Sac	Section	ı Dı	rovic	vion No. 52 214 7	7 or 52 215 1 All	(Hour)	(Date)	nd
conditions contained in this solicitatio		awais. Scc	Section	112,11	10 v 15	SIOII 110. 32.214-7	/ 01 32.213-1. All	offers are subject	t to all tellis al	Iu
10. FOR INFORMATION A. NAME					clude	area code) (NO COL	LECT CALLS) C. E-N	IAIL ADDRESS		
CALL: KAREN TINDL	EY)1/744-63				tin	dleyka@ih.navy.i	mil	
						ONTENTS	•			_
· /I	IPTION	PAG	E(S) (X	() SE	EC.		DESCRII		~	PAGE(S
PART I - THI		1	X	,	т [PA Contract Cl	ALIGES	ACT CLAUSES	8	24
X A SOLICITATION/ CONTRAX B SUPPLIES OR SERVICES							CUMENTS, EXH	IRITS AND OT	THER ATTAC	_
X C DESCRIPTION/ SPECS./ V		11	- 1			LIST OF ATTAC		IDITS AND OT	HERATIAC	
X D PACKAGING AND MARK		12					EPRESENTATIO	ONS AND INSTI	RUCTIONS	
X E INSPECTION AND ACCE		14	x	, 1			IONS, CERTIFIC			
X F DELIVERIES OR PERFOR		15			(MENTS OF OFFI		2.0	30
X G CONTRACT ADMINISTRX H SPECIAL CONTRACT RE		19 23	X				S., AND NOTICE FACTORS FOR A		RS	39 42
X II SLECIAL CONTRACT RE						mpleted by of		WARD		
NOTE: Item 12 does not apply if the						<u> </u>				
12. In compliance with the above, the							calendar days (60	calendar days un	less a different	period
is inserted by the offeror) from the d										
each item, delivered at the designate		me specifie	d in the	sched	dule.					
13. DISCOUNT FOR PROMPT PAY										
(See Section I, Clause No. 52.232	•	4345	NIDME.	NIT NI		DATE	AME	NIDMENIT NO	I DA	TE
14. ACKNOWLEDGMENT OF AMI (The offeror acknowledges receip		AME	ENDME	NIN	O.	DATE	AME	NDMENT NO.	DA	I E
to the SOLICITATION for offero										
documents numbered and dated):	CODE	<u> </u>								
15A. NAME AND	CODE		FAC	CILIT	Y		16. NAME AND	FITLE OF PERS (Type or print)	ON AUTHORI	ZED TO
ADDRESS							SIGIT OF LE	(Type or print)		
OF										
OFFEROR										
15B. TELEPHONE NO (Include area	/	ECK IF R					17. SIGNATURE	E	18. OFFER	DATE
		DIFFEREN CH ADDR				E - ENTER ILE				
	, 50					ompleted by G	Government)			
19. ACCEPTED AS TO ITEMS NUM	MBERED 20. AMC		(100			TING AND APPE	OPRIATION		
22. AUTHORITY FOR USING OTH	ER THAN FULL AND	OPEN CO	OMPET	ITIOI	N:	23. SUBMIT I	INVOICES TO A	DDRESS SHOW	N IN ITEM	1
10 U.S.C. 2304(c)() 41 U.S.C. 2	53(c)()			(4 copies unless o	therwise specified)			
24. ADMINISTERED BY (If other th	an Item 7) COI	DE				25. PAYMEN	T WILL BE MAD	DE BY	CODE	
26 NAME OF CONTRACTORS	EICED (T					27 IDJUTED O	TATES OF ANS	DICA	20 43745	D D A TE
26. NAME OF CONTRACTING OF	TICER (Type or print)					27. UNITED S	STATES OF AME	KICA	28. AWAR	DDATE
						(Signature	of Contracting Office	r)		
IMPORTANT - Award will be made	on this Form, or on Star	ndard Form	26, or	by oth	ner a	uthorized official	l written notice.			

SECTION B Supplies or Services and Prices

R	٨	C	F	Y	F	٨	D
D.	н	J.	r.	- 1	r	А	\mathbf{r}

DASE LEAL	· ·				
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Retaining Screw in accordance with ANS1 Y14.5-1994, ASTM B766, S	n drawing SK5120 SAE-AMS-S-6750	OA CKU-7-9 O and SAE-A	906 Rev A, N AMS-H-6875	MIL-STD-100,
		150	EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION YEAR 1 Retaining Scr	ew Same as CLIN	V 0001		
		STEPPLAD	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA EA		
STEPLADD	ER PRICING				
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION YEAR 2 Retaining Scr	ew Same as CLIN	N 0001		
		STEPPLADI	DER PRICI	NG	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION YEAR 3 Retaining Scr	ew Same as CLIN	N 0001		
		STEPPLAD	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT	AMOUNT

0005	OPTION YEAR 4	Retaining Screw Same as	CLIN 0001

STEPPLADDER PRICING

1-150	EA
151-200	EA
201-250	EA
251-300	EA

BASE YEA	R				
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0006	Plate, Retainer in accordance with draw ANS1 Y14.5-1994, MIL-A-8625	wing SK5130B	s-CKU7-990	98, MIL-STE	-100,
		150	EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0007	OPTION YEAR 1 Plate, Retainer S	Same as CLIN (0006		
STEPPLADDER PRICING					
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
8000	OPTION YEAR 2 Plate, Retainer S	Same as CLIN (0006		
		STEPPLADD	ER PRICI	NG	

1-150	EA
151-200	EA
201-250	EA
251-300	EA

ITEM NO SUPPLIES/SERVICES QTY UNIT UNIT AMOUNT PRICE

OPTION YEAR 3 Plate, Retainer Same as CLIN 0006

0009

STEPPLADDER PRICING

		1-150 151-200 201-250 251-300	EA EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0010	OPTION YEAR 4 Plate, Retainer	Same as CLIN (0006		
		STEPPLAD	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA		
BASE YEAL	R				
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0011	Firing Pin in accordance with drawing ANS1 Y14.5-1994 and MIL-A-8625	g SK5130B-CK	U-7-0001, N	MIL-STD-100,	
		150	EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0012	OPTION YEAR 1 Firing Pin Same	e as CLIN 0011			
		STEPPLAD	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0013	OPTION YEAR 2 Firing Pin Same	e as CLIN 0011			
		STEPPLADI	DER PRICI	NG	
		1-150 151-200 201-250	EA EA		

EA

201-250

251-300	$\mathbf{E}\mathbf{A}$
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ITEM NO SUPPLIES/SERVICES QTY UNIT UNIT AMOUNT

PRICE

0014 OPTION YEAR 3 Firing Pin Same as CLIN 0011

STEPPLADDER PRICING

1-150 EA 151-200 EA 201-250 EA 251-300 EA

ITEM NO SUPPLIES/SERVICES QTY UNIT

UNIT AMOUNT PRICE

OPTION YEAR 4 Firing Pin Same as CLIN 0011

STEPPLADDER PRICING

1-150 EA 151-200 EA 201-250 EA 251-300 EA

BASE YEAR

ITEM NO SUPPLIES/SERVICES QTY UNIT UNIT AMOUNT PRICE

0016 Retaining, Dual Primer in accordance with drawing SK5130L-CKU-7-0201, ASTM A108-99, ANS1 Y14.5-1994 and ASTM B766-86

150 EA

ITEM NO SUPPLIES/SERVICES QTY UNIT UNIT AMOUNT

PRICE

0017 OPTION YEAR 1 Retaining, Dual Primer Same as CLIN 0016

STEPPLADDER PRICING

1-150 EA 151-200 EA 201-250 EA 251-300 EA

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0018	OPTION YEAR 2 Retaining, Dual I	Primer Same as	s CLIN 001	6	
		STEPPLADD	ER PRICI	NG	
		1 -150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0019	OPTION YEAR 3 Retaining, Dual	Primer Same	as CLIN 00	16	
		STEPPLADI	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0020	OPTION YEAR 4 Retaining, Dual I	Primer Same as	s CLIN 001	6	
		STEPPLADI	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA		
BASE YEAR					
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	Cylinder in accordance with drawing S ANS1 Y14.5-1994 and ASTM B766	SK5120A-CK	U-7-0106 R	ev A, MIL-ST	D-100,
		150	EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0022	OPTION YEAR 1 Cylinder Same as	s CLIN 0021			
		STEPPLADI	DER PRIC	ING	

		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0023	OPTION YEAR 2 Cylinder Same a	as CLIN 0021			
		STEPPLADD	ER PRICI	NG	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0024	OPTION YEAR 3 Cylinder Same a	as CLIN 0021			
		STEPPLAD	DER PRIC	CING	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0025	OPTION YEAR 4 Cylinder Same a	as CLIN 0021			
		STEPPLADI	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA		
BASE YEAR					
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	Firing Pin in accordance with drawin ANS1 Y14.5-1994 and MIL-A-8625	g SK5130B CK	(U-7-9907,	MIL-STD-100,	

		150	EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0027	OPTION YEAR 1 Firing Pin Same as	CLIN 0026			
	\$	STEPPLADI	DER PRICI	ING	
		1-150 151-200 201-250 251-300	EA EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0028	OPTION YEAR 2 Firing Pin Same as	CLIN 0026			
	S	TEPPLADE	ER PRICI	NG	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0029	OPTION YEAR 3 Firing PinSame as	CLIN 0026			
	ST	EPPLADDE	ER PRICIN	G	
		1-150 151-200 201-250 251-300	EA EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0030	OPTION YEAR 4 Firing Pin Same as	CLIN 0026			
	5	STEPPLADI	DER PRICI	ING	
		1 -150 151-200 201-250 251-300	EA EA EA		

BASE	YE	٩R
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ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0031	Plug in accordance with drawing ANS1 Y14.5-1994, ASTM-A108			-STD-100,	
		150	EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0032	OPTION YEAR 1 Plug Same a	s CLIN 0031			
		STEPPLAD	DER PRIC	ING	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0033	OPTION YEAR 2 Plug Same a	s CLIN 0031			
		STEPPLADI	DER PRICI	ING	
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0034	OPTION YEAR 3 Plug Same a	s CLIN 0031			
	STEPPLADDER PRICING				
		1-150 151-200 201-250 251-300	EA EA EA		
ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT

0035 OPTION YEAR 4 Plug Same as CLIN 0031

STEPPLADDER PRICING

1-150 EA 151-200 EA 201-250 EA 251-300 EA

NOTE: Should the Government choose to exercise the stepladder options, each option will be exercised for one quantity only. Under no circumstances will be the options be exercised for all four quantities. Once a particular option has been exercised, that option is no longer available.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

- (a) <u>Marking</u>. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) <u>Packing List(s)</u>. A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

- (c) <u>Master Packing List</u>. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) <u>Part Identification</u>. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

- (a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."
- (b) Additional markings are stated below:

Contract No: N00174-03-C

Bldg: 1914

Code: **2220D**

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

SPECIAL PACKAGING REQUIREMENT

- A. Insert 50 units along with a desiccant bag per MIL-D-3464, Type I or II of appropriate size, into any poly-bag or zip lock with a minimum thickness of .002 inch shall provide moisture protection. Each unit may either be heat sealed, taped or ziplocked.
- B. After completion of the above requirements, the components are to be bulk packaged for shipment to the Indian Head Division, NAVSEA. Note: The shipping containers must be legibly marked on tow surfaces with the contract number, part name, part number and quantity.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

All Item(s) - Inspection and acceptance shall be made at destination by a representative of the Government.

IHD 45 - <u>SAMPLING OF RECEIVED MATERIAL - ORDNANCE MATERIAL AND ORDNANCE</u> COMPONENT PARTS (NAVSEA/IHD) FEB 2000

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects ordnance material or ordnance component parts under this contract for Naval rockets or missiles, the following sampling procedures will be used:

MIL-STD-105D - Level I with: AQL of .065 for criticals AQL of 1.00 for majors AQL of w.50 for minors

- (b) In all cases the acceptance number will be ZERO (0), the entire lot will be rejected for any defect.
- (c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

CLINS	QUANTITY	DELIVERY DATE	SHIP TO ADDRESS
0001	150 EA	45 Days after contract award	NAVSEA INDIAN HEAD DIVISION RECEIVING OFFICER BUILDING 116 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035
	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0006	150 EA	45 Days after contract award	Same as CLIN 0001
	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001

0010	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0011	150 EA	45 Days after contract award	Same as CLIN 0001
0012	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0013	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0014	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0015	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0016	150 EA	45 Days after contract award	Same as CLIN 0001
0017	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0018	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0019	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0020	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0021	150 EA	45 Days after contract award	Same as CLIN 0001
0022	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0023	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0024	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0025	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0026	150 EA	45 Days after contract award	Same as CLIN 0001
0027	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0028	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0029	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001

0030	OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0031	150 EA	45 Days after contract award	Same as CLIN 0001
0032	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0033	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0034	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001
0035	AS SPECIFIED WHEN OPTION IS EXERCISED	45 Days after option is exercised	Same as CLIN 0001

OFFEROR'S PROPOSED DELIVERY SCHEDULE
ITEM NO. WITHIN DAYS AFTER DATE
OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:

0020 ACCRECIEIED WHEN

- 5 Percent increase
- 5 Percent decrease

This increase or decrease shall apply to all clins.

(End of clause)

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer Indian Head Division Naval Sea Systems Command 101 Strauss Avenue Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting

classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms

- (e) The contractor shall prepare:
 - a separate invoice for each activity designated to receive the supplies or services.
 - a consolidated invoice covering all shipments delivered under an individual order.
 - X either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

(To be completed by Contract Specialist)

MAIL INVOICES TO: NAVSEA INDIAN HEAD DIVISION

COMPTROLLER DEPARTMENT, CODE 021

ACCOUNTING AND FINANCE DIVISION, BUILDING 1601

101 STRAUSS AVENUE

INDIAN HEAD, MD 20640-5053

NOTE: It is extremely important that your invoice be mailed to the address cited above. FAILURE TO DO NOT WILL RESULT IN A DELAY OF YOUR PAYMENT. Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice must be mailed to the Indian Head Comptroller Department.

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor <u>must</u> initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.				
IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)				
The following contacts are provided for this contract:				
Contract Administrator: Phone Number:				
Payments/Invoicing: Phone Number:				
Technical Representative: Phone Number:				

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer

IHD 76 - <u>INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION</u> AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

- 1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.
- 2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	DATE OF OBSERVANCE
New Year's Day	01 January (Tuesday)*
Martin Luther King's	21 January (Monday)*
Birthday	
President's Day	18 February (Monday)*

Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

- * If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.
- 3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

- (a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (l) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: **Code 2220D).**
- (b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- (c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.
- (d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.
- (e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

- (a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of **Code 2220D.**
- (b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification

number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) <u>National Item Identification Number (NIIN)</u>. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) <u>National Stock Number (NSN)</u>. The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

50 000 1	D (1)	DEC 2001
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	JAN 1997
52 202 10	Improper Activity	1431 1007
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With	JUL 1995
	Contractors Debarred, Suspended, or Proposed for Debarment	
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than	OCT 1997
	Cost or Pricing DataModifications	
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-19	Child LaborCooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the	DEC 2001
	Vietnam Era and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of	DEC 2001
	The Vietnam Era, and Other Eligible Veterans	
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.225-15	Santioned European Union Country End Products	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic	JUN 2000
	Enterprises	
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
02.22, 2	Infringement	11001)
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	TaxesContracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
3 2.232 0	2.0000mm 1 of 1 tompt 1 wyment	1 22 2002

50.000.0	Limitation On Widthalding Of December	ADD 1004
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
	Progress Payments (Dec 2002) - Alternate I	MAR 2000
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor	MAY 1999
	Registration	
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	ChangesFixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	MAR 1999
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection	NOV 1995
	Under The Intermediate Range Nuclear Forces (INF) Treaty	
252.209-7001	Disclosure of Ownership or Control by the Government of a	MAR 1998
	Terrorist Country	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The	MAR 1998
	Government of a Terrorist Country	
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7005	Identification Of Expenditures In The United States	APR 2002
252.225-7009	Duty-Free EntryQualifying Country Supplies (End Products and	
202.220 7003	Components)	1100200
252.225-7010	Duty-Free EntryAdditional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7017	Prohibition on Award to Companies Owned by the People's	FEB 2000
232.223 7017	Republic of China	1 EB 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry-Eligible End Products	AUG 2000
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7013	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7003	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023	Notification Of Transportation Of Supplies By Sea	MAR 2002
232.241-1024	rounication of fransportation of supplies by sea	WIAN 2000

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **AS INDICATED BELOW**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

OPTION I WITHIN 365 DAYS AFTER CONTRACT AWARD
OPTION II WITHIN 365 DAYS AFTER EXERCISE OF OPTION I
OPTION IV WITHIN 365 DAYS AFTER EXERCISE OF OPTION II
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

http://www.acq.osd.mil/dp/dars/dfars/dfars.html

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

- (a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:
- (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).
- (2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.
- (3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.
- (b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.
- (c) When placing orders for Government stock, the Contractor shall --
- (1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
- (3) Order only those items required in the performance of Government contracts; and
- (4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the

Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

- (d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.
- (e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number)

(End of clause)

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- ALL DRAWINGS LISTED IN SECTION B FOR CLINS 0001, 0006, 0011, 0016, 0021, 0026 AND 0031
 DETAIL CERTIFICATIONS SHEETS FOR ALL CLINS 0001, 0006, 0011, 0016, 0021, 0026 AND 0031
- 3. PAST PERFORMANCE MATRIX
- 4. PAST PERFORMANCE QUESTIONAIRE COVER/INTERVIEW SHEET

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11 Certification And Disclosure Regarding Payments To Influence APR 1991 Certain Federal Transactions

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

International organization per 26 CFR 1.6049-4;

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;

Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.207-4 ECONOMIC PURCHASE QUANTITYSUPPLIES (AUG 1987)
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.
Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATIONS PRICE ITEM QUANTITY QUOTATION TOTAL
(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
(End of provision)
52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
(a)(1) The Offeror certifies, to the best of its knowledge and belief, that
(i) The Offeror and/or any of its Principals
(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment

rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent (End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002) (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.

- (2) The small business size standard is 1,500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ________.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

check the category in which its ownership falls:		
() Black American.		

- () Hispanic American.
- () Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- () Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

- () Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- () Individual/concern, other than one of the preceding.
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) [] It has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

- (a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
- (c) Certifications. (1) The Offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
(List only qualifying country end products.)	_
(3) The Offeror certifies that the following end products are	e nonqualifying country end products:
Nonqualifyii	ng Country End Products
Line Item Number	Country of Origin (If known)
(End of provision)	_
252.225-7003 INFORMATION FOR DUTY-FREE ENT	'RY EVALUATION (MAR 1998)
(a) Does the offeror propose to furnish—	
(1) A domestic end product with nonqualifying country con or	apponents for which the offeror requests duty-free entry
(2) A foreign end product consisting of end items, compone which duty-free entry is to be accorded pursuant to the Duty Products and Components) clause or, if applicable, the Duty solicitation?	y-Free EntryQualifying Country Supplies (End
Yes () No ()	
(b) If the answer in paragraph (a) is yes, answer the follow	ing questions:
(1) Are such foreign supplies now in the United States?	
Yes () No ()	
(2) Has the duty on such foreign supplies been paid?	
Yes () No ()	
(3) If the answer to paragraph (b)(2) is no, what amount is induty?\$	ncluded in the offer to cover such
(c) If the duty has not been paid, the Government may elect price will be reduced in the contract award by the amount sp identify, at the request of the Contracting Officer, the foreign	pecified in paragraph (b)(3). The Offeror agrees to
(End of clause) 252.247-7022 REPRESENTATION OF EXTENT OF TR	RANSPORTATION BY SEA (AUG 1992)
(a) The Offeror shall indicate by checking the appropriate b	lank in paragraph (b) of this provision whether

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the

Transportation of Supplies by Sea clause of this solicitation.

- (b) Representation. The Offeror represents that it:
- ____(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

- (a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to OfferorsCompetitive Acquisition	MAY 2001
252.211-7002	Availability For Examination Of Specifications, Standards, Plans,	DEC 1991
	Drawings, Data Item Descriptions, And Other Pertinent Documents	3
HQ L-2-0005	NOTIFICATION OF POTENTIAL ORGANIZATIONAL	AUG 2002
-	CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)	

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price Supply** contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVSEA INDIAN DIVISION ATTENTION: RUTH ADAMS 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.
- (e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

I. GENERAL INSTRUCTIONS

VOLUME I – PAST PERFORMANCE- HSALL CONTAIN ONLY COMPLETED PAST PERFORMANCE MATRIX

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix (attached), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs and claims; (3) the reasonableness of its business behavior – its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire (attached) to each of the references listed on the Past Performance Matrix, a minimum of three (3) required. The offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to

NAVSEA, INDIAN HEAD DIVISION 101 STRAUSS AVENUE ATTENTION: KAREN A. TINDLEY, CODE 1142J, BUILDING 1558 INDIAN HEAD, MD 20640-5035

The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist by 14 May, 2003 may result in the inability of the government to rank the offerors past performance.

Volume II - Price

This tab shall contain two (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 211 - <u>SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)</u>

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Past Performance Price

A. PAST PERFORMANCE

- 1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP.
- 2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.
 - a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- i. Product Quality. The offeror's demonstrated ability to conform to contract specification requirements.
 - ii. Reliability. The offeror's demonstrated ability to conform to contract requirements.
 - iii. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
- iv. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
 - 3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:
- a. Neutral: Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.
- b. Exceptional: Deliveries are on time and meet contract requirements. Product exceeded contract specifications. Waiver requests, if any, are very infrequent. When a problem does arise, the offeror reacts in a prompt, efficient and effective manner to resolve the problem and minimize any delay.
- c. Average: Most deliveries are on time and meet contract requirements. The offeror may have submitted a few waiver requests, however, delivery, supply and quality problems have been resolved promptly.
- d. Poor: Many deliveries have been late and/or have not met contract requirements. Numerous waivers have been requested. The Government and the offeror have expended a significant amount of time, effort and money in resolving problems surrounding supply ,delivery and quality of product and service. Failure to perform consistently with contract requirements has resulted in termination and failure to provide customer service.
- 4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

B. PRICE

- 1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.
 - 2. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price, and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

Naval Surface Warfare Center

101 Strauss Avenue
Indian Head, Md. 20640-5035
Attention: Code 2220D

Contract/Purchase Order Number

	SK5130B-CKU7	7-9908	
	PLATE RETAIN	ER	CKU 7/A
	150 each		
Are F To keep	Required To *	I Will Forward These Test/Data Results/Certs	I WIII Maintain These Certs
On me	Folwaru	Attached to this Sheet	On File
	·		
	COA		
	Are F	PLATE RETAIN 150 each These Certs Are Required To keep To * on file Forward	These Certs Are Required To keep To * Attached To This Sheet Attached To This Sheet

*COA - Certificate of Analysis
*COC - Certificate Of Compliance

To: Indian Head Division

To: Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head, Md. 20640-5035

Contract/Purchase Order Number

Attention: Code 2220D

Drawing/Specification Number		SK5120A-CKU-	7-9906	
Item Name/Program		RETAINING SC	REW	_CKU 7/A
Number of Units		150 each		
	1	e Certs lequired	I Will Forward These Test/Data	I WIII Maintain
	To keep	To *	Results/Certs	These Certs
	on file	Forward	Attached To This Sheet	On File
Material		COA		
Hardness Test				
Pressure/Leak Test				
Heat Treat		COA		
Welding				
Magnetic Particle Inspection				
Ultrasonic Inspection				
Radiographic Inspection				
Dye Penetration Inspection				
Protective Finish		COA		
Surface Finish				
Other				
		· · · · · · · · · · · · · · · · · · ·		

*COA - Certificate of Analysis

*COC - Certificate Of Compliance

To: Indian Head Division **Naval Surface Warfare Center 101 Strauss Avenue** Indian Head, Md. 20640-5035 **Attention: Code 2220D** Contract/Purchase Order Number

Drawing/Specification Number		SK5130B-CKU7-0001			
Item Name/Program		FIRING PIN	CKU 7/A		
Number of Units		150 each			
	1	se Certs Required To *	I Will Forward These Test/Data Results/Certs	I WIII Maintain These Certs	
	on file	Forward	Attached To This Sheet	On File	
Material		coc			
Hardness Test					
Pressure/Leak Test					
Heat Treat					
Welding					
Magnetic Particle Inspection			·		
Jltrasonic Inspection					
Radiographic Inspection					
Dye Penetration Inspection				· · · · · · · · · · · · · · · · · · ·	
Protective Finish					
Surface Finish					
Other: ANODIZE		COA			
			0-0 ///		

'COA - Certificate of Analysis 'COC - Certificate Of Compliance

Drawing/Specification Number

To: Indian Head Division
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head, Md. 20640-5035
Attention: Code 2220D

Contract/Purchase Order Number			
Drawing/Specification Number	SK5130L-CKU7	'-0201	
Item Name/Program	RETAINER, DU	AL PRIMER	CKU 7/A
Number of Units	150 each		
	These Certs	I Will Forward	

	Thes	e Certs	l Will Forward	
	Are F	Required	These Test/Data	I WIII Maintain
	To keep	To *	Results/Certs	These Certs
	on file	Forward	Attached To This Sheet	On File
Material		COA		
Hardness Test				
Pressure/Leak Test				
Heat Treat				
Welding				
Magnetic Particle Inspection				
Ultrasonic Inspection				
Radiographic Inspection		-		
Dye Penetration Inspection				
Protective Finish		COA		
Surface Finish				
Other: ANODIZE				

COA - Certificate of Analysis
COC - Certificate Of Compliance

To: Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head, Md. 20640-5035

Contract/Purchase Order Number

Attention: Code 2220D

*COA - Certificate of Analysis

*COC - Certificate Of Compliance

Drawing/Specification Number		SK5120A-CKU-7-0106			
Item Name/Program			CKU 7/A		
	150 each				
1		I Will Forward These Test/Data	I WIII Maintain		
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			·		
	COA				
	Are I	These Certs Are Required To keep on file Forward	These Certs Are Required To keep on file COA COA		

ATTACHMENT 2

To: Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head, Md. 20640-5035

Contract/Purchase Order Number

Attention: Code 2220D

*COA - Certificate of Analysis

*COC - Certificate Of Compliance

Drawing/Specification Number		SK5130B-CKU7-9907			
Item Name/Program		FIRING PIN		_CKU 7/A	
Number of Units		150 each			
	1	se Certs	I Will Forward		
		Required	These Test/Data	I WIII Maintain	
	To keep	To *	Results/Certs	These Certs	
	on file	Forward	Attached To This Sheet	On File	
Material		COC			
Hardness Test					
Pressure/Leak Test					
Heat Treat					
Welding					
Magnetic Particle Inspection					
Ultrasonic Inspection					
Radiographic Inspection					
Dye Penetration Inspection					
Protective Finish					
Surface Finish					
Other: ANODIZE		COA			
			Ω (1)		

(Authorized Signature)

ATTACHMENT (2

To: Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head, Md. 20640-5035

Contract/Purchase Order Number

Attention: Code 2220D

*COA - Certificate of Analysis

*COC - Certificate Of Compliance

Drawing/Specification Number		SK5120A-CKU-	7-9902	
Item Name/Program		PLUG		CKU 7/A
Number of Units		150 each		
		se Certs Required To *	I Will Forward These Test/Data Results/Certs	I WIII Maintain These Certs
	on file	Forward	Attached To This Sheet	On File
Material		COA		
Hardness Test				
Pressure/Leak Test				
Heat Treat				
Welding				
Magnetic Particle Inspection				
Ultrasonic Inspection				
Radiographic Inspection				
Dye Penetration Inspection				
Protective Finish		COA		
Surface Finish				
Other				
PASSIVATE				

ATTACHMENT (2

PAST PERFORMANCE QUESTIONNAIRE COVER SHEET FOR SOLICITATION NUMBER N00174-03-R-0024

Name of offeror questionnaire is being completed for:	
Name of company completing questionnaire:	
Name of the person and title completing questionnaire:	
Length of time your firm has been involved with the offeror:	
Type of work performed by referenced offer:	

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

NAVSEA INDIAN HEAD, SURFACE WARFARE CENTER DIVISION 101 Strauss Avenue, Bldg 1558 Indian Head MD 20640-5035 Karen A. Tindley, Contract Specialist, Code 1142J

BY: May 14, 2003

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET SOLICITATION NUMBER: N00174-03-R-0024

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

Exceptional - The offerors performance was consistently superior.

The contractual performance was accomplished with Few minor problems for which corrective action taken

By the contractor were highly effective.

Average - The offerors performance was good, better than average,

Etc., and that they would willingly do business with the

Offeror again. The contractual performance was Accomplished with some minor problems for which Corrective actions taken by the contractor were effective.

Neutral - No record exists.

Poor - The offerors performance was entirely unsatisfactory

And that they would not do business with the offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the contractor corrective actions

appear to be or were ineffective.

CUSTOMER SATISFACTION

1. The referenced contractor was responsive to the Customers needs. EGNPN/A 2. The contractors personnel were qualified To meet the requirements. EGNPN/A 3. The contractors ability to accurately estimate Costs. EGNPN/A **TIMELINESS** 4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. EGNPN/A **RELIABILITY** 5. The contractor had a clear understanding of the work Detailed in the SOW. EGNPN/A 6. The contractors ability to complete tasks correctly the first time. EGNPN/A The contractors ability to resolve problems. EGN PN/A **PRODUCT QUALITY**

- 8. The contractors quality and reliability of services delivered. E G N P N/A
- 9. Quality, reliability, and maintainability of hardware delivered E G N P N/A

PLEASE PROVIDE SUBJECTIVE REPONSES FOR THE FOLLOWING:

10.	Would you recommend this contractor for similar government contracts? Please explain:
11.	Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
12.	In summary, which of the following would you choose to describe the quality of the referenced contractors service:
	Significantly better than acceptable
	Slightly better than acceptable
	Acceptable
	Slightly less than acceptable
	Entirely unacceptable
13.	In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:
	Highly cooperative
	Cooperative
	Somewhat uncooperative
	Highly uncooperative
	Thank you for taking the time to complete the above information.
Inte	erviewers Name:, Date

ATTACHMENT 4

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Complete d on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

ATTACHMENT 3













